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to or knowledge on the part of the corporation; such salesman and acting secretary not then acting within the sphere of his duty or attending to the business of the corporation.

**2. Sales (§ 473 (2)\*)—Sale by Vendee to Dealer with Shifting Stock Does Not Deprive Original Vendor of Lien.**—Where plaintiff sold automobile, reserving title and docketing a memorandum of the contract in the clerk's office of the circuit court under Code 1919, § 5189, it could not be deprived of the benefit of the lien by the supervening act of the vendee in selling the same to a dealer, without the knowledge of the vendor, and thereby allowing the automobile to become a part of a shifting stock and to be sold to a bona fide purchaser for value.

**3. Sales (§ 480 (1)\*)—On Recovering Automobile in Hands of Innocent Purchaser Vendor Should Assign Notes to Such Purchaser.**—Where vendee of automobile under conditional contract sold the same to a dealer in secondhand automobiles, who had a shifting stock, and it was purchased by defendant without knowledge of the lien, original vendor, in obtaining possession of the car to enforce its lien, should assign to defendant unpaid notes of the original purchaser, if defendant should pay the balance due the original vendor, or if the car should be sold for an amount sufficient to satisfy the lien.

Appeal from Law and Chancery Court of City of Roanoke.

Bill by the Farmers' Supply Company, Incorporated, against L. S. Rudolph and another. From a decree for complainant, the named defendant appeals. Affirmed, with directions.

*Hall, Wingfield & Apperson*, of Roanoke, for appellant.

*Willis, Adams & Hunter*, of Roanoke, for appellees.

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LYNCH et al. v. CLINCH MOTOR CO.

Sept. 22, 1921.

[108 S. E. 641.]

**1. Appeal and Error (§ 71 (3)\*)—Order Refusing to Dissolve Injunction Appealable.**—An appeal will lie from an order refusing to dissolve an injunction.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 444.]

**2. Appeal and Error (§ 447\*)—Appeal from Order Refusing to Dissolve Injunction Does Not Forestall Order at Final Hearing.**—The granting of an appeal from an order refusing to dissolve an injunction does not forestall the order to be made at final hearing.

**3. Appeal and Error (§ 863\*)—Matters Not Finally Decided on Appeal from Order Refusing to Dissolve Injunction.**—On an appeal

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

from an order refusing to dissolve an injunction restraining defendants from entering the automobile business, made before final hearing, conflicting affidavits leave the matter in too much doubt for final decision, so that the cause should be remanded for proofs necessary to final determination.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 632.]

Appeal from Circuit Court, Washington County.

Bill by R. T. Sutton and another, copartners as the Clinch Motor Company, against T. B. Lynch and another, to enjoin defendants from entering the automobile business. From an order refusing to dissolve the injunction, granted in accordance with the prayer of the bill, the defendants appeal. Appeal dismissed without prejudice.

*Finney & Wilson* and *S. B. Quillen*, all of Lebanon, for appellants.

*Burns & Kidd* and *Bird & Lively* all of Lebanon, for appellee.

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O'QUINN v. HAZEL LAND CORPORATION et al.

Sept. 22, 1921.

[108 S. E. 643.]

1. **Judicial Sales (§ 27 (2)\*)**—Purchaser, Cast in Judgment for Failure to Complete Purchase, Held Not Entitled to Reimbursement from Proceeds of Further Sales.—Purchaser at sale of land at suits of holders of several liens, failing to complete his purchase and compelled to pay loss incurred by resale for lesser amount, was not entitled to reimbursement from surplus from proceeds of sales of other lands of the debtor in the same proceedings, or entitled to subject other lands sold by the debtor to his claim for reimbursement by virtue of an agreement between him and the debtor, unknown to the subsequent purchasers, that he should be saved harmless by reason of his purchase; his remedy, if any, being against the debtor on such agreement.

2. **Lis Pendens (§ 26 (1)\*)**—Lands Subject to Owner's Debts in Inverse Order of Alienation.—If a purchaser at judicial sale, compelled to pay loss sustained by his failure to complete the purchase, was entitled to reimbursement for such loss out of lands sold by the debtor pending the proceedings, the lands first aliened would be last subject to such claim.

Appeal from Circuit Court, Dickenson County.

Petition of W. O'Quinn in numerous creditors' suits against J. P. Laforce, which were heard together for enforcing liens.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.